



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSALS

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams Street, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

SOLICITATION NUMBER: HP954151

SOLICITATION DUE DATE/TIME:

November 3, 2008, 3:00 P.M., MST.

SUBMITTAL LOCATION:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007**

DESCRIPTION:

BEHAVIOR RISK FACTOR SURVEY SERVICES

PRE-OFFER CONFERENCE:

October 16, 2008	10:00am	1740 W. Adams Street, Room 309
Date	Time	Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. To obtain a copy or review the solicitation, log onto www.azdhs.gov and click on the Quick Links Procurement site. If obtaining a copy via the internet, please check periodically for any updates to the above solicitation.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Jackleen Spore

Name

(602) 364-1484 / sporej@azdhs.gov

Telephone Number / Email

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<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO: HP861202</p>

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Offers ("RFP"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for Offers.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions.**
 - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.2 **Invitation for Offers.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.3 **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.

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7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 13.1 Special Terms and Conditions;
 - 13.2 Uniform Terms and Conditions;
 - 13.3 Statement or Scope of Work;
 - 13.4 Specifications;
 - 13.5 Attachments;
 - 13.6 Exhibits;
 - 13.7 Special Instructions to Offerors;
 - 13.8 Uniform Instructions to Offerors.
 - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by

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the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NO.: HP954151

A. Pre Offer Conference:

Prospective Offerors are invited to attend a Pre-offer Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Request for Proposals (RFP) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

B. Proposal Format:

One (1) original and five (5) copies of each proposal shall be submitted on the forms and in the following format. The responses shall be typed using a 12-point font and single-spaced. The original copy of the proposal should be clearly labeled "ORIGINAL". The five (5) copies shall be submitted stapled and marked as copy. The material should be in sequence and related to the RFP. The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offeror shall have a table of contents, and tabs for each section. The original, ink signed proposal shall be provided in a 1 inch, 3 ring binder labeled with Offeror's name and project title, with tabs for each section:

1. **Table of Contents**: The Offeror shall provide page numbers for each section of the proposal.
2. **Signed Offer and Acceptance Form**: to be signed by an authorized person.
3. **Experience and Expertise**:
 - 3.1 Provide a description of Offerors's experience and expertise regarding the services offered, company history, location, number of years in business, types of services provided, and number of current full and part-time employees.
 - 3.2 Provide resumes or curriculum vitae for key personnel, as defined in the Special Terms and Conditions, responsible for delivery of services. Provide resumes for existing staff that will be part of the project and job descriptions for positions to be filled. Describe staff accountabilities and expertise. List how much time each person will spend on the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, experience, educational preparation, professional awards and publications.
 - 3.3 Technical Qualifications: Offerors shall identify a Project Manager who shall be the primary contact person for the ADHS Program Unit Manager in discussing projects. Offerors shall provide a detailed summary of the Program Manager's function and how the Program Manager will accomplish the minimum tasks listed herein. The Project Manager shall, at a minimum:
 - 3.3.1 Serve as a primary day-to-day contact with the ADHS Program Unit Manager;
 - 3.3.2 Attend, lead, and prepare materials for meetings as requested;
 - 3.3.3 Ensure all necessary operational components are completed prior to implementation;
 - 3.3.4 Troubleshoot and correct problems after implementation;
 - 3.3.5 Designate an alternate contact for when the Project Manager is unavailable; and
 - 3.3.6 Assure that the Offeror, as well as any subcontractors, fulfills its duties and responsibilities under the Contract; and deliver required documents to the ADHS.

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NO.: HP954151

4. Method of Approach (Methodology)

4.1 The Offeror shall prepare and submit a written narrative to include:

- 4.2 A description of the Offeror's plan for providing adequate staffing and maintaining adequate levels of management oversight of the various projects in place including a flow chart describing how the Offeror will conduct internal management of this project. Management oversight shall ensure the integrity of evaluation projects throughout the course of the contract period.
- 4.3 A description of how the Offeror's overall approach to evaluation projects shall reflect and be grounded in sound evaluation and scientific principles.
- 4.4 A description of the research methodologies to be implemented to fill evaluation gaps grounded in sound evaluation and scientific principles.
- 4.5 Submit examples of a prior project with activities similar to those as described in this solicitation, a description of the work performed, the approach used to complete the project, recommendations made to the clients and the project outcome. The ADHS may not be used as the only example of prior projects; other examples of similar projects shall be included. Provide the name of the organization, contact person, title, telephone number, fax number, address and e-mail address for each example.

5. Cost

5.1 Complete the Price Sheet

C. Proposal Organization and Submission:

The Proposal shall be organized in the following order:

- 1. Table of Contents;
- 2. Offer and Acceptance signed by authorized person;
- 3. Signed Solicitation Amendments, if applicable;
- 4. Experience and Expertise;
- 5. Method of Approach;
- 6. Cost; and
- 7. Other Attachments including, but not limited to, resumes, job descriptions and additional background information.

4. Proposal Opening:

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NO.: HP954151

5. Evaluation Criteria:

In accordance with A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- 5.1 Experience and Expertise;
- 5.2 Method of Approach (Methodology); and
- 5.3 Cost.

6. Discussion:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

7. Offshore Performance of Work Prohibited:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

8. Compliance With A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

9. Inclusive Offerors:

If the Offeror uses subcontractors, Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

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10. Suspension or Debarment:

The state may , by written Notice to the Contractor, immediately terminate this contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contractor shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the state.

11. Compliance with Section 508 of the Rehabilitation Act of 1973

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access t and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the Offeror believes that compliance with this requirement poses an undue burden, the Offeror shall notify the procurement officer in writing at leave five (5) days before the offer due date and time.

12. Written Questions:

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the RFP due date to:

Arizona Department of Health Services
Office of Procurement
Jackleen Spore, Procurement Specialist
1740 W. Adams Street, Room 303
Phoenix, Arizona 85007
Email Address: sporej@azdhs.gov

UNIFORM TERMS AND CONDITIONS

SOLICITATION NO.: HP954151

A. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract.
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B Contract Interpretation

1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.1 Special Terms and Conditions;

UNIFORM TERMS AND CONDITIONS

SOLICITATION NO.: HP954151

- 3.2 Uniform Terms and Conditions;
 - 3.3 Statement or Scope of Work;
 - 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits;
 - 3.7 Documents referenced or included in the Solicitation.
4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

C. Contract administration and operation.

- 1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or
- 2. all such records.
- 3. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 5. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 6. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

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7. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
8. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
9. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

D. Costs and Payments

1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

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5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 5.1 Accept a decrease in price Offered by the, contractor
- 5.2 Cancel the Contract
- 5.3 Cancel the contract and re-solicit the requirements.

E. Contract changes

1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made
2. unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
4. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

F. Risk and Liability

1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
2. Indemnification
 - 2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' ADHSs, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

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3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
4. Force Majeure.
 - 4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 4.2 Force Majeure shall not include the following occurrences:
 - 4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - 4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

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- 2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 2.2 Fit for the intended purposes for which the materials are used;
 - 2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 2.5 Conform to the written promises or affirmations of fact made by the Contractor.
3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
 4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
 5. Year 2000.
 - 5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - 5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
 6. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
 7. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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H. State's Contractual Remedies

1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
2. **Stop Work Order.**
 - 2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
3. **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.
4. **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
5. **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

I. Contract Termination

1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
2. **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract

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performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Contractor.

3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
4. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
5. **Termination for Default.**
 - 5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - 5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

J. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

- K. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

<p style="text-align: center;">UNIFORM TERMS AND CONDITIONS SOLICITATION NO.: HP954151</p>
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L. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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A. Purpose:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract (3 years)

The term of any resultant contract shall commence upon award and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The initial contract term is for a three (3) year period subject to two (2) additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type:

☒ Fixed Fee

E. Authorization for Provision of Services:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

F. Licenses:

The Contractor shall maintain in current status, all federal, state and local licenses and/or permits required for the operation of the business conducted by the contractor.

G. Information Disclosure:

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

H. Price Adjustment:

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review

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any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. Key Personnel:

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions. At a minimum key personnel shall include a Project Manager with the technical qualifications to fully support the ADHS Program Unit Manager and ensure Contractor performance throughout the term of the Contract.

1. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.
2. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the ADH Program Unity Manager, and shall, subject to the concurrence of ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

J. Indemnification Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

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K. Insurance:

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- 1.1.1 The policy shall be endorsed to include the following additional insured language: ***“The Arizona Department of Health Services and the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

- 1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

- 1.2.1 The policy shall be endorsed to include the following additional insured language: ***“The Arizona Department of Health Services and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- 1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 1.3.2 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or

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subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

1.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.4.3 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

The Arizona Department of Health Services and the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure

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to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

L. Payment and Invoicing:

The Contractor shall submit to ADHS, a monthly statement of charges for the work completed under an approved project assignment in conformance with the pricing schedule of this contract. ADHS shall process the claim for prompt payment in accordance with the standard operating procedures of the state.

M. Publication of Descriptive Literature or Materials:

The Contractor shall request authorization from ADHS prior to publication of any materials related to or paid for under this Contract.

N. Financial Management:

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-122 and/or A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

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O. Volume of Work:

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the contract or on an annual basis. The number of questions provided as part of this Contract are estimated based on past history as provided in Exhibit A. The number of core questions, modules or ADHS added questions may be higher or lower than in previous years.

P. Inspection and Acceptance:

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by ADHS. ADHS may withhold payment for services that are deemed not to meet contract standards.

Q. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

R. Offshore Performance of Work Prohibited:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement:

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
2. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Subcontractor is complying with the warranty under Paragraph One (1).

T. Pandemic Contractual Performance:

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the Pandemic Performance Plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 1.2 Alternative methods to ensure there are products in the supply chain.
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

U. Order Process:

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and

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contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

V. Vendor Performance Reports:

Program management shall document vendor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

W. Payment Procedures:

ADHS accounting will not make payments to any Entity, Group or individual other than the Vendor with the Federal Employer Identification (FEI) Number identified in the Contract. Vendor invoices requesting payment to any Entity, Group or individual other than the contractually specified Vendor shall be returned to the Vendor for correction.

The Vendor shall review and insure that the invoices for services provided show the correct Vendor name prior to sending them to the ADHS Accounting Office for payment.

If the Vendor Name and FEI Number change, the Vendor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Vendor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Vendor and entered into the system prior to any payments being made to the new Vendor.

X. Transition Activities:

1. Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities.
2. An authorized representative from the Hospital shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties.
3. ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
4. The Contractor shall return all Hospital equipment, reports, and any other documentation developed during the term of the Contract that the Hospital deems necessary to maintain ongoing operations. An audit of all Hospital owned equipment shall be performed prior to transition.

Y. Federal Grant Requirements:

If Federal Funds are used to pay for any service provided under this Contract, the Contractor shall abide by any and all Grant Requirements or Restrictions, as defined in the Grant. Grant (CFDA) related information will be referenced on any Purchase Orders that are provided under this Contract.

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Z. Additional Work:

Throughout the term of this Contract, ADHS reserves the right to add additional questions at the request of the CDC, Governor's Office or ADHS programs to target specific health issues that may require further survey results.

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A. Background:

1. The Arizona Department of Health Services (ADHS) Bureau of Public Health Statistics (BPHS) requires a Contractor to conduct the Behavioral Risk Factor Survey (BRFS). The BRFS is a telephone survey conducted through cooperative agreement with the Centers for Disease Control and Prevention (CDC). The BRFS asks questions about health related behaviors, risk factors and chronic disease, including, but not limited to, hypertension, physical activity, cholesterol awareness, seat belt use, general health status, health insurance, access to health care, diabetes, injury control, eating habits, colorectal cancer screening, cigarette smoking, alcohol use, drinking and driving, HIV/AIDS, women's and men's health and other information. It should be noted that the questionnaire is the standard CDC BRFS questionnaire with the addition of selected optional modules and State-added questions. The actual number of questions asked changes annually due to changes in the core and rotating core questions, selected optional modules and inclusion of State-added questions.
2. The ADHS reserves the right to add additional questions throughout the year, as required by the CDC or requested by the State of Arizona Governor's Office or other ADHS programs. Additional formats may also be requested, including but not limited to, 1st class mail, cell phones and web-based formats. Pricing shall be provided at the rates specified in the current Price Sheet.

B. Objective:

The objective is to have the resources and systems available to assist the ADHS in the assessment of the prevalence of personal health practices and behaviors of Arizonans by conducting an Behavioral Risk Factor Survey.

C. Scope of Service:

The Contractor shall provide all necessary resources to perform the BRFS in accordance with the tasks and requirements as provided below:

D. Tasks:

The Contractor shall:

Collect data from a random sample of adult (eighteen (18) years of age and older) Arizonans using the BRFS provided to the Contractor by ADHS. The Contractor shall conduct the survey via the telephone, enter the data, correct errors and provide data in a format which satisfies requirements of the CDC and the ADHS. The data shall be sent to said the CDC and ADHS through electronic submission. All data remains the property of ADHS. The format is specified in <ftp://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>.

Establish statewide data on prevalence of specified risk factors to be used as a standard for comparison with data gathered by studies on smaller geographical, racial, socio-economic or other population groups within Arizona, other State studies, and national studies.

Establish data on prevalence of specified risk factors of Arizonans with the goal of providing information for State planning efforts.

Spotlight differences in health risk behaviors of Arizonans which may identify a sub-population for intervention projects to affect change.

Provide necessary data on specific risk factors related to premature death and disability to permit informed participation in health risk

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E. REQUIREMENTS:

1. Independently, the Contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and travel, to perform the tasks set out below in order to assist the ADHS in the assessment of the prevalence of personal health practices and behaviors of Arizonans by conducting the BRFs, using a disproportionate stratified random sample, which is required and supplied by the CDC.
2. Because of complicated skip patterns and to ensure quality control, the BRFs survey shall be administered to Arizona residents via a computer assisted telephone interview (CATI) system, such as Ci3 or CfMC. The survey shall be conducted in accordance with standard accepted telephone survey research procedures and those established by CDC designed to ensure accurate and uniform data collection.
3. The Contractor shall provide adequate staffing to conduct the BRFs and other surveys as required, data entry of the survey responses, correction of errors and data electronically to the CDC and ADHS no later than the thirtieth (30th) day of the month following each monthly collection period.
4. The Contractor shall collect data, conduct all data entry, and submit data electronically (in accordance Item B above) to the CDC Data Upload/Download, found at <http://apps.nccd.cdc.gov/BRFSSStates/loginv.asp>, as directed by the BRFSS Operational and User Guide located at <http://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>.

Prior to electronic submission, the Contractor shall clean or edit the data per PC-EDITS program provided by the CDC and Contractor provided edits (coordinated with the CDC) for state-added questions. The format and protocol for submission will be developed in cooperation with ADHS and shall not be implemented until approved by ADHS.

5. The Contractor shall obtain a disproportionate stratified sample of all telephone numbers in Arizona through the CDC. The CDC stipulates that sampling methodology must be justifiable as a probability sample from a sampling frame consisting of all households with telephones.

One implication of this standard is that the sample must include telephone numbers selected from all working banks of one hundred (100) telephone numbers that may contain household numbers, not just those containing 1, 2, 3, or more listed household numbers.

A further implication of this standard is that the sampling frame must include telephone numbers from the entire State and thus must include counties and other geographical areas with a small number of residences.

6. Monthly residential telephone interviews shall begin no later than two (2) weeks after award of the Contract and continue for the full term of the initial Contract year and for twelve (12) months in subsequent years throughout the term of the Contract. The Contractor will be provided with the amount of expected monthly interviews and data collection sample size as provided on the purchase order. Eighty percent (80%) of the interviews must be conducted on weeknights and weekends with twenty percent (20%) conducted on weekdays. The Contractor shall be obligated to ensure that interviewing will not be interrupted for any given month.
7. If the Contractor does not utilize Ci3 CATI software, the Contractor will provide questionnaire programming for both English and Spanish questionnaires. It is mutually understood that the ADHS will attempt to stay within a total average interview length of twenty-one (21) minutes.
8. The Contractor shall choose a random respondent within each household according to a CDC approved selection process.

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9. The Contractor shall make maximum effort to achieve contact with selected numbers. Each number should be called a minimum of fifteen (15) times over five (5) calling occasions eighty percent (80%) on weeknights and weekends and twenty percent (20%) on weekdays or until a final disposition is achieved.
10. The Contractor shall record the final disposition of every attempted telephone number in the sample (completes and incompletes), regardless of the success of earlier attempts, as per CDC methodology. Attempts that result in something other than a completed interview shall also be submitted to CDC and to the Department of Health Services for calculation of response rates.
11. The Contractor shall provide a Quality Control Plan. The Quality Control Plan shall describe how the Contractor will ensure uniformity of data collection, respondent selection and replacement, refusal conversion, monitoring and verification of interviews. The CDC and ADHS will use these parameters to measure performance. The Plan shall include the minimum following elements with accompanying explanations:

The Quality Control Plan shall include:

11.1 Monitoring

Ten percent (10%) of interviews shall be monitored on a random basis by supervisors. Systematic, unobtrusive electronic monitoring will be a routine and integral part of monthly survey procedures for all interviewers. The Contractor shall provide remote monitoring capabilities for the Department.

The Contractor shall monitor the survey, at least quarterly, by checking incomplete interview rates, completion rates, and final disposition of each telephone number selected to evaluate the need for modifications to be implemented. The Contractor must submit a report to the Department outlining their findings during the monitoring no later than ten workdays after completion.

Monitoring of interviews and verification of responses: Identify the qualifications of the supervisory personnel who will be monitoring and verifying the interviews and providing quality assurance. The plan must specify that a minimum of five (5) percent of all respondents who complete surveys will be called again and asked three or four actual questions from the survey instrument to verify selected responses for quality assurance. The Contractor will keep documentation of this process on file and a copy will be sent to the Department.

11.2 Confidentiality

Any information on the results of the survey shall not be published or otherwise disclosed, except to the ADHS. Measures shall be taken by the Contractor which will ensure the security and confidentiality of all completed questionnaires, which shall be stored for one year following the end of the data collection (calendar) year. The Contractor must agree to erase all confidential files within six months after final annual data files have been approved.

The following items are addressed in <ftp://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>.

11.2.1 Verification Calls

11.2.2 Data Processing Requirements and Deliverables

11.2.3 Data Management Quality Control

11.2.4 Quality Control Indicators

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11.3 Reporting the Results

The Contractor shall provide a single data file each month that is acceptable to CDC located at <ftp://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>. These reports shall be delivered to ADHS within thirty (30) days after the end of each month of data collection. The Contractor shall retain backup copies of all BRFSS deliverables for one (1) year.

11.4 Qualifications

The Contractor shall ensure that each member of the BRFSS team receives appropriate training to carry out all aspects of the project, according to their responsibilities, as defined in the user guide located at <ftp://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>.

12. The Contractor shall institute the following procedures to assure quality control:

12.1 Field-testing shall be performed to determine if skip patterns are appropriate. Analysis of the collected data shall be performed to determine the accuracy and appropriateness of the data. Changes to questions shall be done upon the approval of appropriate ADHS staff. Upon completion of the field test, the survey instrument shall be implemented for production and monitoring will be conducted to determine accuracy and other issues associated with the production process.

12.2 All interviews shall be edited for accuracy of the data and skip pattern, coding errors, range checks, and supplying missing data prior to a final edit and before the submission of the data to the CDC and ADHS. Data submission shall be made no later than the last day of the month following interviewing to CDC and ADHS. The dataset will be edited and the ADHS and/or CDC will provide the Contractor with a list of items in need of correction. The Contractor shall correct the errors and submit the corrections to the CDC and ADHS within thirty (30) days of error listing. The Contractor shall erase all confidential files within six (6) months after the final data files have been approved.

12.3 Ten percent (10%) of the interviews shall be monitored on a random basis throughout the interview period. Systematic, unobtrusive electronic monitoring shall be a routine and integral part of monthly survey procedures for all interviewers. The Contractor shall provide remote monitoring capabilities for ADHS. This shall include audible monitoring without disturbance of the interview process. There shall be no additional costs incurred by ADHS for the monitoring process. This process is required of all surveys.

12.4 Callbacks shall be attempted in ninety percent (90%) of refusals. Callbacks shall include an approach using different day/time and interviewer. Every attempt shall be made to meet the CDC objective that refusal rates shall not exceed ten percent (10%).

12.5 Currently prescribed BRFSS Rules of Replacement shall be followed as directed by the BRFSS Operational and User Guide located at <http://ftp.cdc.gov/pub/Data/Brfss/userguide.pdf>. "Ring-no-answer" and "line busy" calls shall be followed-up and attempted to convert as specified in the Rules of Replacement. Each call placed will be a minimum of five (5) rings; each number shall be called a minimum of three (3) times during each calling occasion; each number will be called over five (5) or six (6) calling occasions, including weekdays, weeknights and weekends. Every attempt shall be made to meet the CDC objectives that the "no-answer" rate shall be ten percent (10%) or less and that the line busy rate should be 0.3 percent or less.

12.5.1 The Contractor shall meet the CDC objective that the Council of American Survey Research Organizations' (CASRO) completion rate should be greater than seventy-five percent (75%).

<p style="text-align: center;">SCOPE OF WORK</p> <p style="text-align: center;">SOLICITATION NO.: HP954151</p>
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12.5.2 The Contractor shall monitor the survey, at least quarterly, by checking incomplete interview rates, completion rates, and final disposition of each telephone number selected to evaluate the need for modifications to be implemented. The Contractor shall submit a report to the ADHS outlining their findings during the monitoring no later than ten (10) days after the completion.

12.5.3 The Contractor shall submit to the Department monthly documentation of supervisor and quality assurance staff monitoring completed. A brief summary report shall accompany the documents; within the summary, the Contractor shall indicate problems that were identified and actions taken to resolve them.

12.6 As required for the inclusion of additional modules or questions, the Contractor shall work closely with ADHS to provide datasets on a monthly basis, separate from the BRFS. These datasets will be constructed to provide searchable report features for other offices/bureaus throughout ADHS. The following formats shall be used when submitting datasets to the Department: ASCII, SAS, or SPSS.

F. ADHS AND CDC Responsibilities:

The responsibilities of ADHS and the CDC are as follows:

1. The questionnaire is the standard BRFS Survey with the addition of modules and some state-added questions, as required by the CDC or the request of the State of Arizona Governor's Office or other ADHS programs. The Department will provide an electronic copy of both survey instruments in Microsoft Word format to be programmed by the Contractor. Pricing shall be provided as per the current Price Sheet.
2. CDC will provide PC-Edits, which allows data to be pre-edited before submission to CDC. It should be noted that PC-Edits does not edit state-added questions.
3. ADHS will monitor the Contractor's progress methodology and quality control parameters in this Contract.

G. Deliverables:

1. Quality Control Plan: The Contractor shall employ a plan or methodology for monitoring and verifying the interviews and providing quality assurance that it meets the requirements of the CDC protocols. The Contractor shall keep documentation of this process on file and shall send a copy of the plan to the Department.
2. For each month during the initial term of this Contract, no later than the thirtieth (30th) day following the month in which the data was collected, the Contractor shall provide to ADHS one (1) dataset of the completed interviews as authorized by the purchase order. Each dataset will be in the format as described in 12.6 above.
3. A valid Certificate of Insurance within five (5) days of Contract award. A Purchase Order shall not be issued for the Contractor to begin work without valid and correct insurance in the Contract file.

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H. Notices, Correspondences, Reports and Invoices

1. Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:

Organization: _____

Attention: _____

Street Address: _____

City, State and Zip Code: _____

Telephone: _____

Email: _____

2. Payments from ADHS to the Contractor shall be sent to: (Use only if the address is different from above)

Organization: _____

Attention: _____

Street Address: _____

City, State and Zip Code: _____

3. Notices, Correspondence and Reports from Contractor to ADHS shall be sent to:

Organization: _____

Attention: _____

Street Address: _____

City, State and Zip Code: _____

Telephone: _____

Email: _____



OFFER AND ACCEPTANCE

Solicitation NO.: HP954151

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007**

**Jackleen Spore, Procurement
(602) 364-1484
sporej@azdhs.gov**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

In accordance with A.R.S. 35-397, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-397, the Offeror hereby certifies that the Offeror does not have any scrutinized business operations in Sudan.

In accordance with A.R.S. 41-4401, the Offeror hereby certifies that the Offeror shall comply with the Government Procurement E-Verify Requirements.

Arizona Transaction (Sales) Privilege Tax License No: _____

For Clarification of this Offer, Contact:

Name: _____

Federal Employer Identification No: _____

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: _____

HP954151

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2008

PROCUREMENT OFFICER

PRICE SHEET SOLICITATION NO.: HP954151

Unit Description	Number of Units	Unit Rate
<u>TELEPHONE INTERVIEWS:</u> One completed Interview for the Core Survey Module and Questions, as per the Scope of Work, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>TELEPHONE INTERVIEWS:</u> One completed Interview for Optional Modules and Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>TELEPHONE INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>MAIL INTERVIEWS:</u> One completed Interview for the Core Survey Module and Questions, as per the Scope of Work, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>MAIL INTERVIEWS:</u> One completed Interview for Optional Modules and Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>MAIL INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>WEB-BASED INTERVIEWS:</u> One completed Interview for the Core Survey Module and Questions, as per the Scope of Work, including all programming required.	As provided and authorized by ADHS Purchase Order	\$

PRICE SHEET SOLICITATION NO.: HP954151

<u>WEB-BASED INTERVIEWS:</u> One completed Interview for Optional Modules and Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>WEB-BASED INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>CELL PHONE INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>CELL PHONE INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$
<u>CELL PHONE INTERVIEWS:</u> One completed Interview for State Added Questions, as per the Scope of Work, added during the Contract Term, including all programming required.	As provided and authorized by ADHS Purchase Order	\$

NOTE:

Please check as many as applicable:

☐ **I certify that my company is a Woman-Owned Business Enterprise (WBE).**

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

☐ **I certify that my company is a Minority-Owned Business Enterprise (MBE).**

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

☐ **I certify that my company is a Small Business.**

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

EXHIBIT A

Core Section	2003	2004	2005	2006	2007	2008	2009	Optional Modules	2003	2004	2005	2006	2007	2008	State Added Questions	2003
Health Status	1	1	1	1	1	1	1	Diabetes	12	12	12			10	Fruits and Vegetables	
Healthy Days		3	3	3	3	3	3	Adult Asthma History		9	10		10	10	Family Planning	3
Health Care Access	5	3	4	4	4	4	4	Childhood Asthma Prevalence		2	2	2	2	2	Aging Adult	4
Exercise	1	1	1	1	1	1	1	Folic Acid	5	5					Aging Services	7
Environmental Factors		2						Smoking Cessation		5	5				Oral Health	
Excess Sun Exposure		2						Secondhand Smoke Policy		4	4	4		6	Cardiovascular Disease	
Fruits and Vegetables	6		6		6		6	Arthritis Burden		6					Epilepsy	
Asthma	2	2	2	2	2	2	2	Arthritis Management		4			4		Emergency Preparedness and Response	
Diabetes	1	1	1	1	1	1	1	Physical Activity	7	7					Folic Acid	
Oral Health	3	3		3		3		Quality of Life	11						West Nile Virus	
Immunization	3	3	3	5	5	5	5	Weight Control	6						Physical Activity	
Tobacco Use	3	3	3	3	3	3	5	Tobacco Indicators	9						COPD	
Alcohol Consumption	4	4	5	5	5	5	5	Other Tobacco Products	8						General Preparedness (started 4/06)	
Seat Belts	1			1		1		Random Child Selection			6	6	6	6	Emergency Preparedness (started 4/06)	
Demographics	16	17	18	18	19	21	21	Actions to Control HBP			10				Secondhand Smoke Policy	
Veteran's Status		3	1	1				Influenza			1				Indoor Air Quality	
Family Planning	4	5						Colorectal Cancer Screening			4		5		Cardiovascular Health	
Women's Health	7	7		7		7		Sexual Violence			8				Heart Attack and Stroke	
Prostate Cancer Screening	5	5		5		5		IP Violence			7				Osteoporosis	
Colorectal Cancer Screening	4	4		4		4		Visual Impairment and Access to Eye Care				10			Pre-Diabetes	
Disability		2	2	2	2	2	2	Family Planning				5			Violence	
HIV/AIDS	9	11	4	4	4	5	5	Indoor Air Quality				5				
Firearms	3	3						Pre-Diabetes						2		
Hypertension Awareness			2		2		2	Anxiety and Depression						10	State Added Total	14
Cholesterol Awareness			3		3		3	Module Total	58	54	69	32	27	46		
Cardiovascular Disease Prevalence			3	3	3	3	3								Total	150
Arthritis Burden			5		5		5									
Physical Activity			7		7		7									

EXHIBIT A

Emotional Support & Life Satisfaction	2	2	2	2	2	2	2
Falls		2		2			
Drinking and Driving		1		1			
Sleep				1	1		
Cancer Survivors						4	
Caregiver Status						1	
Core Total	78	85	76	78	78	82	89